

MAY 22, 2007 AGENDA REPORTS

Agenda Item No. 4a.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0475

TO: Mayor and City Council Members

SUBJECT: Petition for a Storm Water Drain in Northgate Addition (north of 53rd St. North, west of Meridian) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On October 24, 2006, the City Council approved a Petition for drainage improvements in Northgate Addition. An attempt to award a construction contract within the budget contained in the Petition was not successful. The developer has submitted a new Petition with an increased budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located north of 53rd St. North, west of Meridian.

Financial Considerations: The existing Petition totals \$750,000. The new Petition totals \$930,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing drainage improvements required for a new residential subdivision.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of the property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution

132019-BID#37484

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 308 (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84254 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 308 (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84254 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 06-568 adopted on October 24, 2006 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve Storm Water Drain No. 308 (north of 53rd St. North, west of Meridian) 468-84254.

SECTION 3. That the cost of said improvements provided for in Section 1 hereof is estimated to be Nine Hundred Thirty Thousand Dollars (\$930,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after September 1, 2006, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTHGATE ADDITION
Lots 1 through 60, Block A
Lots 63 through 92, Block B
Los 1 through 23, Block C
Lots 61 through 71, Block C
Lots 1 through 25, Block D

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 60, Block A, Lots 63 through 92, Block B, Lots 1 through 23, Block C, Lots 61 through

71, Block C, and Lots 1 through 25, Block D, NORTHGATE ADDITION, shall each pay 1/149 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

Signed by the Mayor

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

Agenda Item No. 4b.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0476

TO: Mayor and City Council Members

SUBJECT: Petition for Street Paving in Prairie Pointe Additions (north of 37th St. North, west of Maize) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On July 12, 2005, the City Council approved a Petition for street paving in Prairie Pointe 1st and 2nd Additions. Based on recent bid prices, it is doubtful that there is sufficient funding in the Petition budget to award a construction contract. The developer has submitted a new Petition with an increased budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located north of 37th St. North, west of Maize.

Financial Considerations: The existing Petition totals \$367,500. The new Petition totals \$591,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing paving improvements required for a new residential subdivision.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of the property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures. Attachments: Map, CIP Sheet, Petition and Resolution

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON RUTGERS FROM THE NORTH LINE OF 37TH STREET NORTH TO THE NORTH LINE OF LOT 13, BLOCK 2, HAVENHURST FROM THE EAST LINE OF LOT 20, BLOCK 4, TO THE WEST LINE OF LOT 1, BLOCK 5; RUTGERS COURT (2) ADJACENT TO LOTS 30 THROUGH 37 AND 39 THROUGH 42, BLOCK 1, AND WATERSIDE FROM RUTGERS TO THE WEST LINE OF LOT 29, BLOCK 1, PRAIRIE POINTE ADDITION; WESTBROOK FROM NORTH LINE OF HAVENHURST TO THE NORTH LINE OF LOT 1, BLOCK 1, PRAIRIE POINTE 2ND ADDITION AND A SIDEWALK TO BE INSTALLED ALONG THE NORTH SIDE OF WATERSIDE FROM THE EAST LINE OF LOT 12, BLOCK 4, TO THE EAST LINE OF RUTGERS, THE EAST SIDE OF RUTGERS, FROM WATERSIDE TO HAVENHURST, THE SOUTH SIDE OF HAVENHURST ADJACENT TO LOTS 17 THROUGH 20, BLOCK 4, AND THE WEST SIDE OF RUTGERS FROM 37TH STREET NORTH TO WATERSIDE (NORTH OF 37TH ST. NORTH, WEST OF MAIZE) 472-84043 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING PAVEMENT ON RUTGERS FROM THE NORTH LINE OF 37TH STREET NORTH TO THE NORTH LINE OF LOT 13, BLOCK 2, HAVENHURST FROM THE EAST LINE OF LOT 20, BLOCK 4, TO THE WEST LINE OF LOT 1, BLOCK 5; RUTGERS COURT (2) ADJACENT TO LOTS 30 THROUGH 37 AND 39 THROUGH 42, BLOCK 1, AND WATERSIDE FROM RUTGERS TO THE WEST LINE OF LOT 29, BLOCK 1, PRAIRIE POINTE ADDITION; WESTBROOK FROM NORTH LINE OF HAVENHURST TO THE NORTH LINE OF LOT 1, BLOCK 1, PRAIRIE POINTE 2ND ADDITION AND A SIDEWALK TO BE INSTALLED ALONG

THE NORTH SIDE OF WATERSIDE FROM THE EAST LINE OF LOT 12, BLOCK 4, TO THE EAST LINE OF RUTGERS, THE EAST SIDE OF RUTGERS, FROM WATERSIDE TO HAVENHURST, THE SOUTH SIDE OF HAVENHURST ADJACENT TO LOTS 17 THROUGH 20, BLOCK 4, AND THE WEST SIDE OF RUTGERS FROM 37TH STREET NORTH TO WATERSIDE (NORTH OF 37TH ST. NORTH, WEST OF MAIZE) 472-84043 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 04-373 adopted on July 20, 2004 and Resolution No. 05-362 adopted on July 12, 2005 are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct pavement on Rutgers from the north line of 37th Street North to the north line of Lot 13, Block 2, Havenhurst from the east line of Lot 20, Block 4, to the west line of Lot 1, Block 5; Rutgers Court (2) adjacent to Lots 30 through 37 and 39 through 42, Block 1, and Waterside from Rutgers to the west line of Lot 29, Block 1, Prairie Pointe Addition; Westbrook from north line of Havenhurst

to the north line of Lot 1, Block 1, Prairie Pointe 2nd Addition and a sidewalk to be installed along the north side of Waterside from the east line of Lot 12, Block 4, to the east line of Rutgers, the east side of Rutgers, from Waterside to Havenhurst, the south side of Havenhurst adjacent to Lots 17 through 20, Block 4, and the west side of Rutgers from 37th Street North to Waterside (north of 37th St. North, west of Maize) 472-84043.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Five Hundred Ninety-One Thousand Hundred Dollars (\$591,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after June 1, 2007, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PRAIRIE POINTE ADDITION

Lots 30 through 37 and 39 through 42, Block 1
Lots 1 through 13, Block 2
Lots 12 through 20, Block 4
Lots 1 through 4, Block 5

PRAIRIE POINTE 2ND ADDITION

Lot 1, Block 1
Lot 1, Block 2

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That said Lots 30 through 37 and 39 through 42, Block 1; Lots 1 through 13, Block 2; Lots 12 through 20, Block 4 and Lots 1 through 4, Block 5 PRAIRIE POINTE ADDITION; and Lot 1, Block 1 and Lot 1, Block 2, PRAIRIE POINTE 2ND ADDITION, shall each pay 1/40 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

Signed by the Mayor

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

Agenda Item No.7a.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0477

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreements for the Central Improvement from Oliver to West of Woodlawn (Districts I & II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreements.

Background: On July 1, 2003, the City entered into an Agreement with MKEC Engineering Consultants, Inc. (MKEC) for designing improvements to Central from Oliver to west of Woodlawn. The fee was \$113,500. On January 17, 2006, the City Council approved Supplemental No. 1 to include the intersections of Central & Oliver and Central & Edgemoor. The fee was \$78,500. On June 6, 2006, the City Council approved Supplemental No. 2 for designing plans for water and sewer replacement associated with the intersection of Central and Oliver for a fee \$6,750.

Analysis: MKEC has been asked to provide the additional design services that were not included in the original scope of services. The additional work is required to design bus stop landings to accommodate ADA requirements, reroute sidewalks to reduce the impact on adjacent businesses and storm water sewer modifications to avoid conflicts with AT&T lines. The Supplemental Agreements have been prepared to authorize the additional design services.

Financial Considerations: Payment to MKEC for the Supplemental Agreements will be made on a lump sum basis of \$24,500, and will be paid by General Obligation Bonds.

Goal Impact: This Supplemental Agreements address the Efficient Infrastructure goal by providing the engineering design services needed to provide a viable transportation system for the community.

Legal Considerations: The Supplemental Agreements have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreements and authorize the necessary signatures. SUPPLEMENTAL AGREEMENT NO. 3

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 3, 2003

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated July 3, 2003) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the CENTRAL FROM OLIVER TO WEST OF WOODLAWN.

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Central from Oliver to west of Woodlawn
(additional design services)

- Right-of-way monumentation for the following six properties: 4820 E. Central, 4902 E. Central, 4910 E. Central, Warren Travel, Kansas Light Store, and World Savings Bank.
- Prepare displays and participate in public meeting not originally included in the scope of work.
- Plan sheet, quantity and tract map changes to accommodate adjacent property owners.

Re-route sidewalk and add retaining wall in front of 6025 E. Central and add a special construction detail to the plans.

Re-route sidewalk 6115 E. Central to save and avoid a tree previously scheduled to be removed.

Re-route sidewalk 5805 E. Central to go through a sign previously scheduled to remain.

Re-route sidewalk in front of the Love Box Store to go through the sign previously scheduled to remain.

Re-route sidewalk in front of 5230 E. Central to go through a tree previously scheduled to be saved.

- Design and coordination of bus stop landings along the project corridor. ENGINEER will consult with Wichita Transit management and the City's ADA Coordinator to coordinate bus stop landing design and location along the project corridor.
- Coordination of plans and estimate to conform to R&B plans and estimate.

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$13,700.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2007.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, City Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name and Title)

ATTEST:

SUPPLEMENTAL AGREEMENT NO. 4

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 3, 2003

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated July 3, 2003) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the CENTRAL FROM OLIVER TO WEST OF WOODLAWN.

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Central and Oliver Intersection
(additional design services)

- Provide additional design surveys on the Dollar General property.
- Design of improvements to the Dollar General property
- Redesign of the southwest curb return of Central and Oliver (includes changes to the plan sheet, intersection detail, traffic signal design, and additional relocation of the fire hydrant on the southwest corner of Central and Oliver.
- Re-staking of the existing right-of-way of the Quik Trip and the Dollar General property (this was done in addition to our contractual obligation to perform the one-time staking of the right-of-way).
- Re-staking of the Dollar General proposed corner clip (done twice beyond the one-time staking).
- Additional design for proposed storm sewers to avoid AT&T facilities in the intersection.

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$10,800.00.

D. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2007.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, City Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name and Title)

ATTEST:

Agenda Item No. 7b.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0478

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Southern Ridge 4th Addition
(south of Pawnee, west of Maize) (District IV)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowners, Maize Road, LLC; Moeder Construction, Inc.; and Robl Construction, Inc., have submitted an Agreement to respread special assessments within Southern Ridge 4th Addition.

Analysis: The land was originally included in a number of improvement districts for several public improvement projects. The purpose of the Agreement is to respread special assessments to more fairly distribute the cost of the improvements.

Financial Considerations: There is no cost to the City.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Agenda Item No. 7c.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0479

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in Monarch Landing Addition (north of 21st, west of 159th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the storm water drainage improvements in Monarch Landing Addition on February 13, 2007. On March 27, 2007 the City approved an Agreement with MKEC Engineering Consultants, P.A. (MKEC) to design the improvements. The Design Agreement with MKEC requires MKEC to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and MKEC provides for construction engineering and staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$42,200 and will be paid by special assessments.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of storm water drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures. SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MARCH 27, 2007

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated March 27, 2007) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in MONARCH LANDING ADDITION (north of 21st, west of 159th Street East).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING AND AS-BUILT

(as per the City of Wichita Standard Construction Engineering Practices)

STORM WATER DRAIN NO. 317 serving Lots 1 through 39, Block 1; Lots 1 through 20, Block 2; Lots 1 and 2, Block 3; Lots 1 and 2, Block 4; Lots 1 through 5, Block 5, Monarch Landing Addition and Unplatted Residential Tract 1 (north of 21st, west of 159th Street East) (Project No. 468 84318).

STORM WATER SEWER NO. 627 serving Lots 1 through 39, Block 1; Lots 1 through 20, Block 2; Lots 1 and 2, Block 3; Lots 1 and 2, Block 4; Lots 1 through 5, Block 5, Monarch Landing Addition and Unplatted Residential Tract 1 (north of 21st, west of 159th Street East) (Project No. 468 84319).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 84318	\$14,800.00
468 84319	\$27,400.00
TOTAL	\$42,200.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2007.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Schofield, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name & Title)

ATTEST:

Agenda Item No. 7d.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0480

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in Fox Ridge Addition (north of 29th Street North, west of Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the water and storm water drainage improvements in Fox Ridge Addition on November 7, 2006. On March 27, 2007 the City approved an Agreement with MKEC Engineering Consultants, P.A. (MKEC) to design the improvements. The Design Agreement with MKEC requires MKEC to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and MKEC provides for construction engineering and staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$47,600 and will be paid by special assessments.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of water and storm water drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures. SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MARCH 27, 2007

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated March 27, 2007) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in FOX RIDGE ADDITION (north of 29th Street North, east of Maize).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING

(as per the City of Wichita Standard Construction Engineering Practices)

WATER DISTRIBUTION SYSTEM NO. 448 90247 serving Lots 14 through 41, Block 4, Fox Ridge Addition (north of 29th Street North, west of Tyler) (Project No. 448 90247).

STORM WATER DRAIN NO. 290 serving Lots 46 through 60, Block 1; Lots 14 through 41, Block 4; Lots 51 through 61, Block 4; Lots 64 through 68, Block 4, Fox Ridge Addition (north of 29th Street North, west of Tyler) (Project No. 468 84151).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a

licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

448 90247	\$ 6,300.00
468 84151	\$41,300.00
TOTAL	\$47,600.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2007.

BY ACTION OF THE CITY COUNCIL

 Carl Brewer, Mayor

ATTEST:

 Karen Sublett, City Clerk

APPROVED AS TO FORM:

 Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name & Title)

ATTEST:

Agenda Item 7e.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0481

TO: Mayor and City Council
All Council Districts

SUBJECT: Renewal of Food Service Establishment Inspection Contract
with Kansas Department of Health and Environment

INITIATED BY: Department of Environmental Services

AGENDA: Consent

Recommendation: Approve renewal of the contract with the Kansas Department of Health and Environment (KDHE) for food service establishment inspections.

Background: The Environmental Services Department has conducted inspections of food service establishments within City of Wichita and all jurisdictions of Sedgwick County on behalf of the KDHE for over twenty-six years. Local staff enforces state regulations and utilizes state enforcement mechanisms as appropriate. KDHE remits eighty percent of license revenue (as established by Kansas statute) to the City, and provides enforcement assistance and training for local staff. KDHE has proposed renewal of this contract for state fiscal year 2007 (July 1, 2007 through June 30, 2008.)

Analysis: Contract inspections by local entities reduce duplication of effort, provide a single source of contact for industry and citizens, and contribute substantially to local food protection budgets. Use of KDHE regulations and enforcement procedures promotes consistency with other jurisdictions within the state.

Goal Impact: The grant supports the goals for Safe and Secure Communities.

Financial Considerations: Staff estimates the value of the contract at approximately \$318,000 annually, representing the major funding source for local food protection activities. A similar contract (to be provided at a different time period) with the Kansas Department of Agriculture for inspections of food service establishments located in retail food stores is projected to yield approximately \$41,000, and \$42,000 is projected from the sale of City grocery and food processor licenses.

Legal Considerations: The Department of Law has reviewed the contract, and approved it as to form.

Recommendations/Actions: It is recommended that the Council approve the contract with the Kansas Department of Health and Environment, and authorize the appropriate signatures.

Agenda Item No. 8a.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0482

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Krug South Addition (south of 21st, west of 143rd Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water, sewer, drainage, and paving improvements in Krug South Addition on February 13, 2007.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of water, sewer, drainage, and paving in Krug South Addition. Per Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$291,900 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sewer, drainage, and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.
Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures. AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

KRUG SOUTH ADDITION

THIS AGREEMENT, made this _____ day of _____, 2007, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90277 serving Lots 1 through 29, Block 1; Lots 1 through 72, Block 2; Lots 1 through 19, Block 3; Lots 1 through 10, Block 4; Lots 1 through 33, Block 5, Krug South Addition (south of 21st, west of 143rd Street East) (Project No. 448 90277). LATERAL 7, MAIN 14, FOUR MILE CREEK SEWER serving Lots 1 through 29, Block 1; Lots 12 through 72, Block 2; Lots 1 through 10, Block 4; Lots 1 through 33, Block 5, Krug South Addition and Unplatted Commercial Tract 1 (south of 21st, west of 143rd Street East) (Project No. 468 84321).

STORM WATER DRAIN NO. 318 serving Lots 1 through 29, Block 1; Lots 1 through 72, Block 2; Lots 1 through 19, Block 3; Lots 1 through 10, Block 4; Lots 1 through 33, Block 5, Krug South Addition (south of 21st, west of 143rd Street East) (Project No. 468 84323).

STORM WATER DRAIN NO. 320 serving Unplatted Commercial Tract 1 (south of 21st, west of 143rd Street East) (Project No. 468 84327).

STORM WATER SEWER NO. 628 serving Lots 1 through 29, Block 1; Lots 1 through 72, Block 2; Lots 1 through 19, Block 3; Lots 1 through 10, Block 4; Lots 1 through 33, Block 5, Krug South Addition (south of 21st, west of 143rd Street East) (Project No. 468 84325).

CASTLE ROCK/ROCKHILL from the south line of 21st Street North to the west line of 143rd Street East; CASTLE ROCK COURT, serving Lots 26 through 29, Block 1, from the east line of Castle Rock to and including the cul-de-sac; CASTLE ROCK COURT serving Lots 15 through 19, Block 5, from the east line of Castle Rock to and including the cul-de-sac; ROCKHILL COURT serving Lots 23 through 33, Block 5, from the north line of Rockhill to and including the cul-de-sac; SPLIT RAIL/CHURCHILL CIRCLE serving Lots 1 through 16, Block 1 and Lots 1 through 6, Block 5 from the north line of Rockhill to and including the cul-de-sac; SPLIT RAIL COURT serving Lots 1 through 8, Block 1 from the east line of Split Rail to and including the cul-de-sac; BURNING TREE/BURNING TREE COURT, from the south line of Lot 61, Block 2 to the west line of Castle Rock; sidewalk to be constructed on one side of Castle Rock,

Rockhill, Split Rail and Burning Tree (south of 21st, west of 143rd Street East) (Project No. 472 84521).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Krug South Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out

of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90277	\$ 22,300.00
Project No. 468 84321	\$ 69,300.00

Project No. 468 84323	\$ 29,650.00
Project No. 468 84327	\$ 54,950.00
Project No. 468 84325	\$ 39,500.00
Project No. 472 84521	\$ 76,200.00
TOTAL	\$291,900.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
5. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
6. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This

shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company.

ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

9. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.

13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by 120 days from notice to proceed. (Project No. 448 90277).

b. Plan Development for the sewer improvements by 120 days from notice to proceed. (Project No. 468 84321).

c. Plan Development for the storm water drainage improvements by 120 days from notice to proceed. (Project No. 468 84323).

d. Plan Development for the storm water drainage improvements by 120 days from notice to proceed. (Project No. 468 84327).

e. Plan Development for the storm water sewer improvements by 120 days from notice to proceed. (Project No. 468 84325).

f. Plan Development for the paving improvements by 120 days from notice to proceed. (Project No. 472 84521).

Agenda Item No.8b.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0483

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for a Sanitary Sewer Main to serve an area north of MacArthur, west of Maize (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the sanitary sewer main to serve an area north of MacArthur, west of Maize on February 6, 2007.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for designing a sanitary sewer main to serve an area north of MacArthur, west of Maize. The Staff Screening and Selection Committee selected Baughman for the design on March 28, 2007.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$37,800 and will be paid by Sewer Utility and special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by extending sanitary sewer main service to an existing area of homes, businesses, schools and a church.

Legal Considerations: The Agreement has been approved as to form by the Law Department.
Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures. AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

MAIN 7, COWSKIN INTERCEPTOR SEWER
LATERAL 1, MAIN 7, COWSKIN INTERCEPTOR SEWER
LATERAL 2, MAIN 7, COWSKIN INTERCEPTOR SEWER

THIS AGREEMENT, made this _____ day of _____, 2007, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

MAIN 7, COWSKIN INTERCEPTOR SEWER serving Lot 1, St. Peter The Apostle Catholic Church Addition except that part described as follows: beginning at the most southerly southeast corner of said Lot 1, said corner also being the southeast corner of Lot 1, Block A, Schulte Country Store Addition, Sedgwick County, KS; thence northerly along the line common to said St. Peter The Apostle Catholic Church Addition and Schulte Country Street Addition, 95.51 feet, more or less, to a point 68.31 feet south of northeast corner of Schulte Country Store Addition; thence southeasterly, 80.79 feet to a point on the south line of said St. Peter The Apostle Catholic Church Addition; thence southwesterly along the south line of said St. Peter The Apostle Catholic Church, being a curve to the left, having a central angle of zero degrees nine minutes and seven seconds and a radius of 19158.61 feet, an arc distance of 50.84 feet to the point of beginning; Lot 1, Block A, St. Peter the Apostle Catholic Church 2nd Addition (north of MacArthur, west of Maize) (Project No. 468 84025).

LATERAL 1, MAIN 7, COWSKIN INTERCEPTOR SEWER serving Lot 1, Block A, Schulte Country Store Addition; Lot 1, Block A, Schulte Country Storage Addition (north of MacArthur, west of Maize) (Project No. 468 84309).

LATERAL 2, MAIN 7, COWSKIN INTERCEPTOR SEWER serving Lots 1 through 24, Block 1; Lots 1 through 24, Block 2; Lots 1 through 24, Block 3; Lots 1 through 24, Block 4, Suppl Plat of Schulte and Unplatted Tracts (north of MacArthur, west of Maize) (Project No. 468 84310).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Copper Gate North Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory

Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

B.

Project No. 468 84025	\$12,600.00
Project No. 468 84309	\$12,600.00
Project No. 468 84310	\$12,600.00
TOTAL	\$37,800.00

C. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.

2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The

Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.

3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.

4. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.

5. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

6. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

9. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.

13. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

(a) Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents August 22, 2007).

Agenda Item No. 9a.

CITY OF WICHITA
City Council Meeting
May 22, 2007

Agenda Report No. 07-0484

TO: Mayor and City Council Members

SUBJECT: Acquisition of 5016 East Gilbert Court for the Dry Creek Basin Project
(District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

-
Recommendation: Approve the acquisition

Background: On June 13, 2006, City Council approved a creek channel improvement project to improve stormwater channel conveyance intended to reduce flooding. Five properties, all residential, were identified as being at or below a certain elevation and are required for acquisition. Property owners and or occupants will be relocated using project funds for reasonable housing and replacement housing costs. One such property is 5016 East Gilbert Court. It is a 1956, three-bedroom, single-family ranch style house.

Analysis: The appraised value of \$80,000, or \$56.18 per square foot was offered to the owner. The owner agreed to sell the home for this price. The seller is also eligible for an additional payment, up to \$10,000 to go towards replacement house. In addition, the City will work with the seller regarding moving and other applicable relocation expenses. The improvements will be removed and the site maintained as open space.

Financial Considerations: \$104,000 is requested budget for the acquisition. \$80,000 towards the purchase price, \$10,000 for replacement housing, \$4,500 for actual moving expenses and \$9,500 for closing costs, title insurance and demolition. The funding source is the Storm Water Utility.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure and flood control in this area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget expenditure and Real Estate Purchase Contract and 2) Authorize the necessary signatures.

Agenda Item No. 9b.

CITY OF WICHITA
City Council Meeting
May 22, 2007

Agenda Report No. 07-0485

TO: Mayor and City Council Members

SUBJECT: Acquisition of 810 South Elypco for the Dry Creek Basin Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

-
Recommendation: Approve the acquisition

Background: On June 13, 2006, City Council approved a creek channel improvement project to improve stormwater channel conveyance intended to reduce flooding. Five properties, all residential, were identified as being at or below a certain elevation and are required for acquisition. Property owners and or occupants will be relocated using project funds for reasonable housing and replacement housing costs. One such property is 810 South Elypco. It is a 1975, multi-tenant building consisting of four, two bedroom units. Three units are occupied. The site consists of 16,552.8 square feet.

Analysis: The appraised value of \$112,000, or \$34.30 per square foot was offered to the owner. The owner recently acquired the property in December of 2006 and at that time, the property appraised for \$116,500, or \$35.70 per square foot. The owner agreed to sell the property for this amount. This is only 3.5% above the appraised value and considered reasonable. The City will work with the tenants regarding relocation benefits. The improvements will be removed and the site maintained as open space.

Financial Considerations: \$147,000 is requested budget for the acquisition. \$116,500 towards the purchase price, \$12,000 for tenant relocation, \$3,500 for actual moving expenses, \$15,000 for closing costs, title insurance and demolition. The funding source is the Storm Water Utility.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure and flood control in this area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget expenditure and Real Estate Purchase Contract and 2) Authorize the necessary signatures.

Agenda Item No. 10.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0486

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous & Unsafe Structures (Districts I, II, III, IV & VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinances.

Background: The Office of Central Inspection (OCI) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and Building Code standards, after proper notification of the responsible party/parties. A private contractor, or City staff performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and OCI is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on June 8, 2007. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the February 2007 bonds sold. The principal and interest will then be spread for 1-year and placed on the 2007 tax roll.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Continued revitalization of the Core Area. Dangerous building condemnation actions, including demolitions and emergency property board-ups, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments:.

Property List – Special Assessments	Office of Central Inspection	Amount	District #
1573 North Roosevelt	utility services disconnect	\$446.61	I
1322 North Chautauqua	utility services disconnect	\$305.24	I
1513 North Grove	utility services disconnect	\$305.24	I
1155 North Spruce	utility services disconnect	\$160.65	I
1216 North Dellrose	utility services disconnect	\$305.24	I
2105 North Minnesota	utility services disconnect	\$346.50	I
1718 North Green	demolition (condemnation)	\$5,143.25	I
1134 North Poplar	demolition (condemnation)	\$3,444.50	I
1255 North Poplar	demolition (condemnation)	\$6,348.25	1
1258 North Green	demolition (condemnation)	\$3,116.35	1
1055 North Green	demolition (condemnation)	\$3,523.50	1
1625 North Green	demolition (condemnation)	\$4,865.50	1
1828 South Santa Fe	demolition (condemnation)	\$8,490.00	III
520 West Clark	demolition (condemnation)	\$5,517.60	III
2145 East Shadybrook	gas services removal	\$358.79	I
1718 North Green	gas services removal	\$358.79	I
1626 North Oliver	gas services removal	\$358.79	I
1255 North Poplar	gas services removal	\$358.79	I
1258 North Green	gas services removal	\$535.50	I
1134 North Poplar	gas services removal	\$358.79	I
1625 North Grove	gas services removal	\$358.79	I
2402 West 29th St N.	demolition (condemnation)	\$1,000.00	VI
828 South Santa Fe	gas services removal	\$358.79	III
20 West Clark	gas services removal	\$358.79	III
1741 North Lorraine	demolition (condemnation)	\$4,293.00	I
1421 North Madison - Garage	demolition (condemnation)	\$1,650.00	I
1129 North Spruce	demolition (condemnation)	\$2,984.00	I
416 North Ash	demolition (condemnation)	\$4,495.50	I
1922 South Waco	demolition (condemnation)	\$3,500.00	III
1741 North Lorraine	gas services removal	\$358.79	I
1923 South Greenwood	demolition (condemnation)	\$9,044.25	III
2323 South Washington	demolition (condemnation)	\$4,839.30	III
2323 South Washington	gas services removal	\$341.70	III
1923 South Greenwood	gas services removal	\$341.70	III
1129 North Spruce	gas services removal	\$358.79	I
416 North Ash	gas services removal	\$537.00	I
4031 East Stearman	demolition (condemnation)	\$7,716.00	III
2207 East Mossman	demolition (condemnation)	\$7,451.60	I
1517 South Emporia	demolition (condemnation)	\$5,457.50	III

2323 South Washington	gas services removal	\$341.70	III	
1923 South Greenwood	gas services removal	\$341.70	III	
2232 North Woodland	demolition (condemnation)	\$5,392.00	VI	
2222 South Washington	demolition (condemnation)	\$3,746.95		CD III
1517 S. Emporia	gas services removal	\$358.79	CDI	
1602 North Kansas	emergency board-up	\$151.35	I	
1612 North Kansas	emergency board-up	\$141.20	I	
1502 East 16th	emergency board-up	\$163.43	I	
1460 East 17th	emergency board-up	\$161.43	I	
1460 East 17th SE Bldg	emergency board-up	\$168.65		I
1748 North Estelle	emergency board-up	\$143.32	I	
1517 North Chautauqua	emergency board-up	\$128.17		I
2635 East Stadium	emergency board-up	\$134.28	I	
1449 North Fairmount	emergency board-up	\$146.45	I	
1440 North Fountain	emergency board-up	\$175.05	I	
406 North Terrace	emergency board-up	\$130.55	II	
623 South Martinson – Rear	emergency board-up	\$149.40		IV
623 South Martinson – Front	emergency board-up	\$190.41		IV
838 South Topeka	emergency board-up	\$194.34	I	
1735 South Broadway	emergency board-up	\$439.21	III	
2922 East 16th	emergency board-up	\$171.41	I	
1511 North Hydraulic	emergency board-up	\$153.12	I	
1006 North Grove	emergency board-up	\$139.60	I	
1017 North Grove	emergency board-up	\$88.60	I	
2608 North Madison	emergency board-up	\$189.23	I	
2048 North Minneapolis	emergency board-up	\$208.25		I
1222 North Piatt	emergency board-up	\$557.18	I	
1401 North Battin	emergency board-up	\$902.00	I	
1029 North Indiana	emergency board-up	\$1,086.85	I	
1117 South Main	emergency board-up	\$229.05	I	
2457 North Chautauqua	emergency board-up	\$165.54		I
856 North Oliver	emergency board-up	\$222.84	I	
1331 North Green	emergency board-up	\$133.84	I	
2626 North Estelle	emergency board-up	\$105.68	I	
229 South Florence	emergency board-up	\$500.20		IV
5307 East Elm	emergency board-up	\$205.69	I	
2535 North Chautauqua	emergency board-up	\$161.84		I
1615 North Oliver	emergency board-up	\$558.84	I	
206 East 18th	emergency board-up	\$425.65		VI
3255 South Fern	emergency board-up	\$184.83		IV
856 North Oliver	emergency board-up	\$548.55	I	
2649 North Spruce	emergency board-up	\$354.00	I	
2227 North Kansas	emergency board-up	\$250.97	I	
3015 ½ North Park Place	emergency board-up	\$239.44		VI
2216 North Mascot	emergency board-up	\$271.40		VI
4911 East Elm	emergency board-up	\$270.49	I	
1420 North Emporia	emergency board-up	\$207.58		VI
2056 South Poplar	emergency board-up	\$442.08	III	
2356 North Grove	emergency board-up	\$200.51	I	

1139 North Fairview	emergency board-up	\$288.21	VI
2101 South Washington	emergency board-up	\$297.04	III
206 E 18th	emergency board-up	\$207.56	VI
2535 North Chautauqua	emergency board-up	\$243.63	I
1927 East Looman	emergency board-up	\$188.31	I

6 Affidavits

Published in the Wichita Eagle on June 8, 2007

-ORDINANCE NO. _____

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING EMERGENCY BOARD-UP) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

S-77442

6 Affidavits

Published in the Wichita Eagle on June 8, 2007

-ORDINANCE NO. _____

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING CONDEMNATION-DEMOLITION) UNDER THE ROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections

18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Agenda Item 11

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0487

TO: Mayor and Members of the City Council
All Council Districts

SUBJECT: KDHE Watershed Restoration And Protection Strategy (WRAPS)
Grant Application

INITIATED BY: Environmental Services

AGENDA: Consent

Recommendation: Approve the revised workplan and acceptance of the grant award, if recieved.

Background: The condition of the Arkansas River, and its supporting watershed, has long been a priority for the City of Wichita. Recent milestones in the City's watershed protection and restoration efforts include the 2000 Arkansas River Symposium, formation of Arkansas River technical and advisory committees in 2001, an in-depth water quality study of point and non-point pollution sources in 2002, and ongoing efforts of maintenance of sewer and stormwater infrastructure. The Visioning Plan for Wichita included the goal of "cleaning up the Arkansas River" as part of its Quality of Life strategies.

On April 5th, 2005, the City Council approved an Environmental Services grant application for a Kansas Department of Health and Environment (KDHE) Watershed Restoration and Protection Strategies (WRAPs) grant. During the last two years, both the City of Wichita and Sedgwick County, with their own grant application, have diligently worked with KDHE to revise and obtain an approved work plan. This has been accomplished and KDHE has now provided a grant contract for the City. Program elements of the approved work plan haven't changed much and continue to have the following program elements - identification and assembly of stakeholders, assessment of needs and opportunities, development of Watershed protection goals/priorities, and identification of cost effective strategies relative to watershed restoration and protection. KDHE did request that the City of Wichita and Sedgwick County work on this project together and coordinate the efforts. Both agencies decided that this was a workable situation and have divided up the project areas to complete the work plan.

Analysis: Protection and improvement of the Arkansas river supports economic, recreational, healthy and aesthetic development initiatives in the City's core area. The availability of KDHE WRAP funding will enhance current and future efforts by the City and its partners in these areas. Utilizing the WRAPS process, the City will refine existing Arkansas River information and education efforts to identify and involve stakeholders, assess needs and opportunities, develop goals, and implement effective strategies.

Environmental Services (ES) staff have prepared a revised workplan for the development phase of the WRAPS process. Funding applications for the assessment, planning, and implementation phases will be submitted sequentially, according to KDHE requirements.

Utilizing WRAPS funding, Environmental Services will hire a WRAPS Coordinator (through a contract with an agency or a temporary staff member) to recruit and survey stakeholders, organize a watershed leadership team, implement educational efforts, and disseminate information to related Arkansas River interest groups. The coordinator will also perform the reporting associated with the WRAPS grant by coordinating with Sedgwick County's coordinator and KDHE. The WRAPS grant will also fund materials and services to support the program. The City of Wichita work plan was pared down per KDHE's funding ability but, as revised, still meets KDHE's requirements. The work plan will be updated once contract authorization is provided by both KDHE and the City of Wichita to appropriately revise the scheduled commitment and deliverable dates as listed in the contract.

Goal Impact: The grant supports the goals for Safe and Secure Communities, Efficient Infrastructure and Quality of Life.

Financial Considerations: The City is provided \$50,000 for KDHE's WRAPS grant program. The grant requires a minimum of \$33,333 in-kind match grant by three departments, Environmental Services, Water and Sewer, and Public Works, for issues (The originally of \$60,000 for \$100,000 grant funding). This funding still is within reason for the work plan proposed.

Legal Considerations: The Department of Law has approved the grant application as to form.

Recommendation/Action: Approve the KDHE contract including revised work plan concepts as defined, authorize the necessary signatures, accept the grant award, and permit the work plan to be revised at a later time to edit dates and to correct errors.

Agenda Item No. 12.

Final

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0488

TO: Mayor and City Council

SUBJECT: STAR Bonds for River District Redevelopment Project (District I)

INITIATED BY: City Manager Office (Economic Development)

AGENDA: Consent

Recommendation: Adopt the resolution setting July 10, 2007 for a public hearing on the River District Redevelopment Project.

Background: On September 10, 2002, the City Council approved the Development Agreement and Master Plan for the WaterWalk Redevelopment Project, located in the East Bank Redevelopment District in downtown Wichita (Resolution No. 02-402). On March 25, 2003, the City Council approved a revision of the Site Plan in the Development Agreement, approving the vacation of Lewis Street within the project area and the construction of a new street connecting Waterman and Lewis streets.

On September 16, 2003 and December 2, 2003, the City Council approved a revised Master Plan and amendments to the Development Agreement to incorporate a major destination retail facility based on the use of STAR bond financing and contingent upon approval from the State Secretary of Commerce. On December 30, 2003, the Governing Body adopted Resolution No. 03-671, authorizing issuance of general obligation bonds for Phase I of the River Corridor Improvement Project. On September 21, 2004, the City Council adopted Resolution 04-534 to enlarge the East Bank Redevelopment District and (amending Resolutions Nos. 02-402 and 03-671) to facilitate the use of STAR bonds for financing a part of the cost of the River Corridor Project.

Analysis: Staff identified the River Corridor project as eligible for STAR bond financing and compatible with the public improvements in the WaterWalk Project. The enlargement of the East Bank Redevelopment District permitted WaterWalk and the River Corridor Improvements to be merged into a single redevelopment project ("The River District") for the purpose of applying to the State Department of Commerce for special obligation STAR bond financing. Construction is nearly completed on Phase I of the River Corridor Improvement project and it is now necessary to arrange permanent financing.

A total not-to-exceed amount of \$13,000,000 to be paid from special obligation (STAR) bonds (excluding underwriting and issuance costs) is being requested to pay for a portion of the River

District Redevelopment Project. Upon approval of all statutory steps, including approval from the State Secretary of Commerce, STAR bonds would be used to finance eligible costs.

Statutory procedures and Department of Commerce guidelines to establish legal authority to issue STAR bonds require a formal project plan which must include an independent market study to ensure the project will satisfy state economic development objectives and an independent financial feasibility study. These studies have been done and affirm the viability of the project. The STAR bonds process also requires review by the local planning commission and adoption and publication of a resolution setting a public hearing for the project. The STAR bond project plan must also be approved by the Kansas Secretary of Commerce. Recent legislative amendments to the STAR bond authorizing statute allow until July 31 for a formal STAR bond application from City Wichita to be received by the Secretary of Commerce.

The proposed special bond project has been presented to and reviewed by the Wichita-Sedgwick County Metropolitan Area Planning Commission. It is recommended that July 10, 2007 be set as the public hearing on the proposed River District Redevelopment Plan. Staff plans to return to Council on that date for formal adoption of the plan and an ordinance for authorization to issue special obligation bonds. All occupants and owners of land within the East Bank Redevelopment District will be notified of the hearing not more than ten (10) days following the adoption of the hearing resolution. Copies of the resolution will be mailed by certified mail. Copies will also be sent to the Unified School District 259 School Board and the Sedgwick County Commission.

Financial Considerations: By law, STAR bonds must be issued as special obligation bonds, payable solely from incremental sales tax revenues generated within the redevelopment district. The total not-to exceed amount of improvements that can be funded with STAR bonds is \$13,000,000 dollars, based on the financial feasibility study that is included in the project plan. The total cost of the entire River District Redevelopment Project is \$155.8 million, with \$87 million provided from private investment and \$68.8 million of public investment, which includes the STAR bond-funded improvements.

Goal Impact: Economic Vitality and Affordable Living, and Quality of Life. This project will establish a major tourist attraction of statewide and regional importance.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department. The use of special obligation bond funds for this project must be authorized by the City Council and approved by the State Secretary of Commerce before bonds may be issued. The City must follow the statutory procedures to establish the legal authority to issue STAR bonds. The Law Department will review the necessary agreement amendments, ordinances and resolutions before they are returned to the City Council.

Recommendations/Actions: It is recommended that the City Council adopt the resolution setting July 10, 2007 for a public hearing on the City of Wichita's proposed River District STAR Bond Project Plan.

Attachment(s): Resolution considering the adoption of a special bond project plan.

Resolution No. _____

A RESOLUTION STATING THE CITY OF WICHITA IS CONSIDERING THE ADOPTION OF A SPECIAL BOND PROJECT PLAN FOR THE EAST BANK REDEVELOPMENT DISTRICT.

WHEREAS, by Ordinance No. 42-966 adopted December 12, 1995, and published December 15, 1995, the City of Wichita established a redevelopment district pursuant to K.S.A. 12-1770 et seq., as amended, known as the East Bank Redevelopment District; and

WHEREAS, by Ordinance No. 45-339 adopted June 25, 2002, and published June 29, 2002, the City of Wichita removed property and reduced the boundaries of the East Bank Redevelopment District pursuant to K.S.A. 1771(g); and

WHEREAS, by Ordinance No. 45-983 adopted January 3, 2004, and published February 6, 2004, the City of Wichita adopted a redevelopment project plan for the WaterWalk Redevelopment Project for the East Bank Redevelopment District; and

WHEREAS, by Ordinance No. 46-407 adopted November 16, 2004, and published November 29, 2004, the City of Wichita substantially changed the Redevelopment District Plan by adding area to the East Bank Redevelopment District pursuant to K.S.A. 12-1771 (e) and (f); and

WHEREAS, the City of Wichita proposes to undertake a special bond project within the East Bank Redevelopment District; and

WHEREAS, the City has prepared a special bond project plan for said project in accordance with K.S.A. 12-1780c and is considering the adoption of the plan; and

WHEREAS, a relocation assistance plan under K.S.A. 12-1777 is not required in the special bond project plan; and

WHEREAS, the Wichita Sedgwick County Metropolitan Area Planning Commission has reviewed the proposed special bond project plan and determined that the special bond project plan is consistent with the comprehensive general plan for the development of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The City of Wichita is considering the adoption of a special bond project plan for the East Bank Redevelopment District.

2. The City of Wichita will hold a public hearing to consider the adoption of the special bond project plan on the 10th day of July, 2007, at 9:00 a.m., or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas.

3. The special bond project will be located within the East Bank Redevelopment District, the boundaries of which are set forth in Exhibit "A" attached hereto.

4. The River District STAR Bond Project Plan and a map of the area to be redeveloped are available for inspection during the regular office hours in the office of the City Clerk, City Hall, 13th Floor, 455 N. Main, Wichita, Kansas. The special bond project plan includes the feasibility study, market impact study, maps and boundary descriptions, descriptions of the public improvement projects, and other information pertinent to the project. Under the terms of the River District STAR Bond Project Plan, special obligation bonds may be used to finance not-to-exceed \$13,000,000 of the costs to construct public infrastructure and amenities located on the banks of the Arkansas River between the Kellogg Bridge and the Seneca Street Bridge, including the Keeper of the Plains Plaza, suspension bridges, riverbank landscaping, walking and bike paths, scenic overlooks and an outdoor amphitheater.

5. The governing body will consider making findings and taking action necessary for the adoption of the special bond project plan at the public hearing set to be heard herein.

6. It is determined and notice is hereby given that the City may issue special obligation bonds, payable from incremental revenues collected within the redevelopment district (STAR bonds), pursuant to K.S.A. 12-1770 et seq., as amended, and subject to approval by the Kansas Secretary of Commerce, to finance the special bond project, in whole or in part.

7. A copy of this Resolution shall be mailed by certified mail to the Sedgwick County Board of County Commissioners and to the Board of Education of Unified School District No. 259.

8. This Resolution shall be published once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing. Such publication shall include Exhibit "A" which is a sketch clearly delineating the area in sufficient detail to advise the reader of the particular land proposed to be included within the project area.

ADOPTED this ____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

Agenda Item No. 13.

CITY OF WICHITA
City Council Meeting
May 22, 2007

Agenda Report No. 07-0489

TO: Mayor and City Council Members

SUBJECT: Settlement of Litigation

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$14,500.00 as a full settlement of this case.

Background: In 2004, the plaintiff Carr suffered various injuries incurred while a passenger in a City of Wichita bus.

Analysis: After proceeding through discovery, evaluating the extent of the claimed damages, and considering the risks of trial, it was determined that a resolution of this matter is appropriate. Counsel handling the litigation has negotiated the opportunity to resolve the action with a lump sum payment as full settlement of all claims arising out of this incident. No admission of liability is made by the City. The purpose of the settlement is to resolve a disputed claim.

Goal Impact: This proposed resolution will advance the efficient infrastructure goal by maintaining responsiveness to customers, and the City's reputation for a safe and dependable transit system.

Financial Considerations: Funding for this settlement is from the transit budget.

Legal Considerations: The Law Department recommends acceptance of the offer of settlement.

Recommendations/Actions: Authorize payment of \$14,500.00 as a full settlement of the case.

Addendum
Agenda Item No. 13a.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0494

TO: Mayor and City Council

SUBJECT: Conditional Bond Call – Presbyterian Manors, Inc. (Districts I & VI)

INITIATED BY: Law Department

AGENDA: Consent

Recommendations: Approve an instruction letter to the Trustee for the call and redemption of outstanding bonds, contingent upon issuance of refunding bonds.

Background: On May 1, 2007, City Council approved a letter of intent to issue bonds for the benefit of Presbyterian Manors, Inc. A substantial portion of the proposed bond issue is intended to refinance bonds previously issued.

Analysis: Under the provisions of the Trust Indenture governing the bonds which are proposed to be refunded, the Trustee must send notice of redemption to Bondholders at least 30 days prior to the intended June 28, 2007 call date. To take this action, the Trust Indenture provides that the Trustee needs to receive call instructions from the City (as Issuer of the outstanding bonds).

Financial Considerations: The instructions to the Trustee are for a call contingent upon the actual issuance of the refunding bonds, so that the call will not proceed unless the proposed refunding bond issue has closed prior to the noticed redemption date. The funds necessary to meet the call will be provided from proceeds of the refunding bonds.

Goal Impact: Economic Vitality and Quality of Life. This procedural step will further the proposed refunding approved in the City Council action of May 1, 2007, with a view to retaining and assisting Presbyterian Manors, Inc. as a Wichita-headquartered entity.

Legal Considerations: The City, as Issuer of the outstanding bonds, is the appropriate party to issue the call instructions to the Trustee as requested by Presbyterian Manors, Inc.

Recommendations/Actions: It is recommended that City Council approve the instruction letter to the Trustee for the call and redemption of bonds as requested by Presbyterian Manors, Inc., subject to and contingent on the issuance of refunding bonds, and authorize the Mayor to sign.

Attachment: City's instruction letter to Trustee

May _____, 2007

BNY Trust Company of Missouri
911 Washington Avenue
St. Louis, MO 63101

Presbyterian Manors, Inc.
6525 E. Mainsgate
P.O. Box 20440
Wichita, KS 67208-1440

Re: Health Care Facilities Refunding Revenue Bonds
Series VII-A, 2001 (Presbyterian Manors, Inc.),
Dated September 15, 2001

Ladies and Gentlemen:

The City of Wichita, Kansas (the "City"), hereby gives notice to BNY Trust Company of Missouri, St. Louis, Missouri (as successor Trustee to BANK IV Kansas, National Association, Wichita, Kansas) (the Trustee") and Presbyterian Manors, Inc. pursuant to Section 303 of the Seventh Supplemental Trust Indenture dated as of September 15, 2001 (the "Seventh Supplemental Indenture"), by and between the City and the Trustee relating to the above-referenced bonds (the "Bonds") of its intent to redeem and pay the Outstanding Bonds on June 28, 2007, or as soon as practicable thereafter (the "Redemption Date"), pursuant to Section 301(b) of the Seventh Supplemental Indenture. The Trustee is hereby requested to give such notice of redemption as is required by Section 303 of the Seventh Supplemental Indenture, which redemption shall be subject to the issuance by the City, of its Health Care Facilities Refunding and Improvement Revenue Bonds, Series III, 2007 (Presbyterian Manors, Inc.) (the "Refunding Bonds"), on or before the Redemption Date for the purpose of providing funds for the payment and redemption of the Bonds. Any notice of redemption required to be mailed to the Bondholders must be conditioned upon the issuance of the Refunding Bonds.
Sincerely,

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

Agenda Item No. 15.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0490

TO: Mayor and City Council

SUBJECT: VAC2007-00009 Request to vacate a portion of platted complete access control located on the south side of Central, approximately 900 feet east of Edgemoor Drive. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant has applied for vacation of complete access control along the site's Central frontage. The applicant, Kitchen Design, wants to keep a driveway that originally served what was a single-family residence, prior to the rezoning and replatting of the site. Z-2805 and Z-2804 (Published 6-30-88: see NOTE) rezoned Lots 5, 6, 7, 8 and 9 (the site's original legal), Block 4, Oakwood Estates from "AA" One Family Residential to "BB" Office ("GO" General Office), contingent on replatting within 1-year, with conditions and a restrictive covenant, COV#3. A condition of the replatting was the grouping of these residential lots into larger and fewer lots, with consideration of joint access and circulation to rear parking lots. The replatting resulted in the Atkisson Addition being recorded with the Register of Deeds on June 16, 1988. The Atkisson Addition consists of Lots 1 and 2 (the site's current legal), containing the original five single-family residences/lots, of which only one remains residential. The Atkisson Addition shows complete access control on Lot 2's Central frontage, except for shared access located between Lots 1 and 2, which does not include the applicants existing drive: 30 ft. by 70 ft. shared ingress/egress dedicated by separate instrument, Film 966, Page 679.

Besides the drive onto Central that the applicant wants to keep, the applicant also has a drive onto Brookside Parkway. The Brookside drive is located on the applicant's east property line and is connected to the applicant's Central drive, as well as the neighboring business' Central drive by a 'common' front yard parking area. The neighboring business' Central drive is mostly located in the shared ingress/egress shown on the Atkisson Addition plat. The rest of this drive is located on the east side of Lot 1, which, at this location, has the lone remaining residence in this subdivision. Public Works is currently making improvements on Central Avenue, at this location, and is in the process of bringing businesses located in the Atkisson Addition into compliance with the requested zoning and required replatting. This process has been

complicated by the fact that redevelopment of the single-family residences into office or neighborhood retail businesses has been slow and uneven. Cooperation among neighbors/owners in the development of their individual businesses has been uncertain, perhaps because of lack of understanding the zoning and platting conditions on their business sites. Nineteen years after the rezoning and replatting of the twenty business sites, 8 of them remain residential, breaking up any continuous, shared redevelopment of the businesses.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

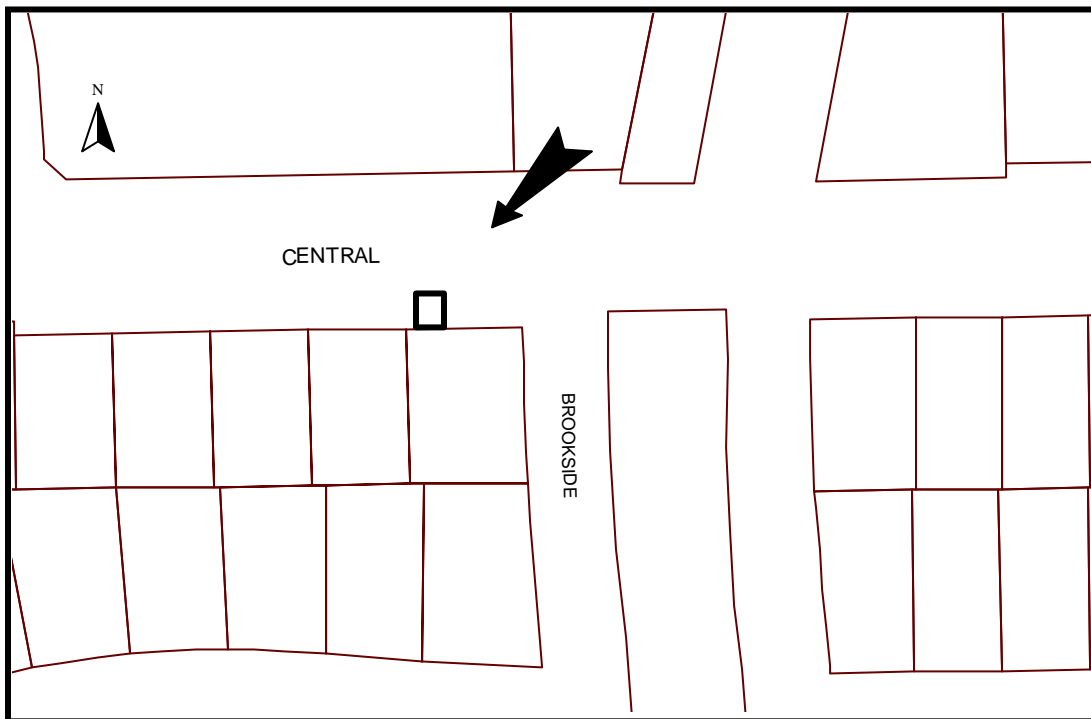
Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Attachments: None.

Financial Considerations: None.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.



Agenda Item No. 16.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0491

TO: Mayor and City Council

SUBJECT: VAC2006-00019 Request to vacate a portion of multiple platted utility easements and easements dedicated by separate instruments generally located southwest of the 31st Street South and Seneca Street intersection. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to vacate the described portions of the platted, and dedicated by separate instrument, easements, as shown on the applicant's exhibit. There appears to be manholes and sewer lines in the easements. The Loma-Linda Gardens Addition was recorded with the Register of Deeds on September 13, 1955. The Dillon 10th Addition was recorded with the Register of Deeds on August 16, 1984. The applicant has developed the sewer line as a private project, which has been approved by Public Works: Sanitary Sewer Improvement Private Project #1717PPS(607861). Because it is a private sewer line, Water and Sewer requires a Restrictive Covenant binding and tying the sites together as one undivided parcel.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

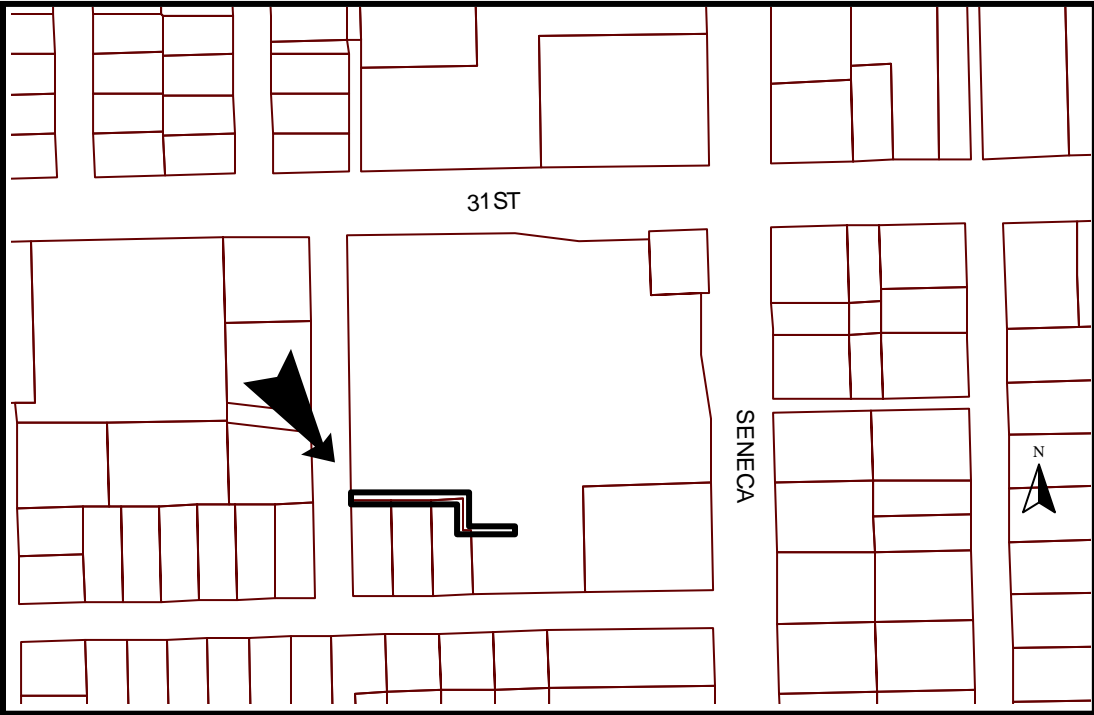
Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order and a Restrictive Covenant will be recorded with the Register of Deeds.

Financial Considerations: None.

Attachments: Restrictive Covenant

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.



Agenda Item No. 17

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No. 07-0492

TO: Wichita Airport Authority

SUBJECT: Avis Rent A Car System – Supplemental Agreement No. 3

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: The Wichita Airport Authority currently leases 2.62 acres of land on Wichita Mid-Continent Airport to Avis Rent A Car System to accommodate a rental car service center to serve users of the airport. Avis is desirous of leasing an additional 21,780 square feet of land directly north and adjacent to their current leased area. Also included in the amendment is a first right of refusal of 21,780 square feet of land directly north and adjacent to the additional leased area.

Analysis: The additional land area will afford Avis an opportunity to expand its current operations in order to better serve its customers.

Financial Considerations: Land rent is established per Wichita Airport Authority policy. Land rent during the first year will be \$6,097.47 and will increase 5% each year.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements that allow the Airport to continue its operation on a self-sustaining basis.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 3 and authorize the necessary signatures.

Agenda Item No. 18.

City of Wichita
City Council Meeting
May 22, 2007

Agenda Report No.07-0493

TO: Wichita Airport Authority

SUBJECT: Colonel James Jabara Farming License
Selection of Licensee

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (consent)

Recommendation: Approve the contract.

Background: Requests for Proposals (RFPs) were accepted by the City of Wichita Purchasing Manager on Friday, April 27, 2007 for the license to farm 429.4 acres at Colonel James Jabara Airport. The term of the contract will be for seven years commencing August 1, 2007, and allows for one, five-year option. Five farmers responded to the RFP.

Analysis: The airport selection committee selected Dean Ogle as the successful submittal as he met all of the requirements, and was selected based on the highest unanimous ranking of the selection committee.

Financial Considerations: The proposal submitted by Dean Ogle will provide annual revenue to the airport of \$17,626.87. There will be no expense to the airport for this contract.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through providing services which enhance the appearance and safety of the Airport for users of Jabara Airport.

Legal Considerations: The contract has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the contract and authorize the necessary signatures.